"Oswego Merchant" and consequently the jurisdiction of the court may be invoked in this action by reason of section 4(3) of the Act.

In a writ of summons in a collision action *in rem*, if the plaintiffs are the owners of the ship and are suing as such, it is usual to complete the line in the heading against the word "plaintiffs" with the words "The owners of the vessel "X" and not to name them. Their address, however, is required by Order 6, Rule 4. This practice also permits several plaintiffs to sue collectively. For example, the master and crew of a ship often sue for lost effects, usually on the same writ as the owner, also without being named. The practice is often of particular value in cases of damage to cargo which may consist of parcels belonging to hundreds of plaintiffs (see *Guffie*, Admiralty Practice, British Shipping Laws Vol. 1 para. 156).

*The "Ilos"* (*supra*) was a case of damage, in which an action was brought in 1854 by Richard Redway, alleged to be the owner of the schooner "Jane Archibald" against the barge "Ilos". An appearance was entered by Tebbs for the owners of the "Ilos". The court pronounced for the damage and condemned Tebb's parties and their bail in such damage, and ordered a reference to the Registrar as to the amount. When the parties came before the Registrar, Tebbs objected to the reference being proceeded with, asserting that he had that morning become aware that George Tanner was the registered owner of the "Jane Archibald" and not Richard Redway, in whose behalf the action had been entered; and that at the date of the collision in question, at the time the action was entered, and at the date of the interlocutory decree, George Tanner was the sole registered owner of the "Jane Archibald." The reference was accordingly adjourned and Tebbs applied by motion to set aside the judgment against his parties. Dr. Lushington rejected the motion and directed the reference to be proceeded with, but stated that if after the damage had been ascertained, any doubt arose as to who was entitled to receive it, he should direct the amount to be paid into the registry and throw upon the party claiming it the onus of establishing his ownership.

After considering the submission of counsel for the plaintiffs and the authorities cited by him, I have come to the view that since the word "Owners" included demise charterers when that word is used in connection with limitation of a shipowner's liability, demise charterers ought to be treated as owners for the purpose of maritime liens.

I found, therefore, that the word "Owners" in this case includes the demise charterers.

The motion of the defendants is dismissed with costs.

*Order accordingly.*

Solicitors: *Godwin & Co.; Rodyk & Davidson.*

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## TEO AI CHOO v. LEONG SZE HIAN

**[O.C.J. (Sinnathuray J.) May 19, 1982]**
**[Singapore — Originating Summons No. 165 of 1982]**

*Land Law — Caveat — Application to remove — No action commenced by caveator — Lapse of 11 months — Removal of caveat on grounds of delay.*

The dispute between the parties had arisen from an agreement for sale and purchase of a house in Serangoon Garden signed on September 1, 1979. The defendant lodged a caveat on June 11, 1981. Since then no action had been commenced by the defendant against the plaintiff in respect of the dispute. The plaintiff sought for the removal of the said caveat.

**Held:** the caveat must be removed forthwith on the grounds of delay alone. There is nothing, however, to prevent the defendant from commencing action against the plaintiff on the alleged claim of breach of trust.

*Case referred to:-*

(1) *Plimmer Bros.* v. *St. Maur* (1906) 26 N.Z.L.R. 294.

ORIGINATING SUMMONS.

*K. S. Chung* for the plaintiff.

*Ronnie Quek Cheng Chye* for the defendant.

*Cur. Adv. Vult.*

**Sinnathuray J.:** The matter before me is a simple one. Mr. K. S. Chung for the plaintiff has raised five serious points. I need only deal with the last one, the fifth point, that on the subject of delay.

First, I accept the decision in *Plimmer Bros.* v. *St. Maur.*[1] In that case, Stout, C.J. in New Zealand, on an application to remove a caveat, on facts similar to the present case, where the defendant had commenced no action against the plaintiff relating to the land in respect of which a caveat was lodged, referred to several reported cases and said —

"It was his duty to commence an action promptly if he considered himself entitled to specific performance.... Here nothing was done for nearly sixteen months, and then a caveat was lodged. More than a month has elapsed since then, and still no action has been commenced. In my opinion an action for specific performance under such circumstances would be hopeless, and a caveat under such circumstances must be deemed vexatious... in my opinion, to prevent a man dealing with his property after such a long delay is so inequitable that the court will not lend its assistance to such a proceeding."

Next, there is a Singapore decision of the learned Chief Justice in O.S. No. 192 of 1976 where he held that a delay of 2½ months was sufficient for a caveat to be removed forthwith.

In this case on the facts before me I find that there has been inordinate and inexcusable delay. The dispute between the parties has arisen from an agreement for sale and purchase of a house in Serangoon Garden signed on September 1, 1979. It was not till 21 months later that a caveat was lodged on June 11, 1981. Then, from this date to the date of the hearing of this application on May 7, 1982, no action has been commenced by the defendant against the plaintiff in respect of the dispute, a lapse of 11 months. In these circumstances, having regard to the foregoing, on the ground of delay alone, the caveat must be removed forthwith.

My decision is entirely on the caveat. There is nothing to prevent the defendant from commencing action against the plaintiff on the alleged claim of breach of trust.

I made an Order in Terms of the Originating Summons with costs to the plaintiff. There was liberty to apply.

*Application allowed.*

Solicitors: *Chung & Co.; Shook Lin & Bok.*